UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE

LOCAL 660, UNITED WORKERS OF AMERICA
(Alstate Maintenance, Inc.)

and **Case Nos. 29-CB-103994**
29-CB-126867

LOCAL 32BJ, SERVICE EMPLOYEES INTERNATIONAL UNION

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Brent Garren Esq., counsel for the Charging Party

Decision

Statement of the Case

Raymond P. Green, Administrative Law Judge. I heard this case on various days from April 20, 2015 to January 14, 2016. The charge in 29-CB-103994 was filed on April 25, 2013 and the charge in 29-CB-126867 was filed on April 16, 2014. [1] An initial consolidated complaint was issued by the Regional Director on September 11, 2014, which was followed by an amended complaint on November 7, 2014 and a notice of Intention to amend the complaint on November 18, 2014. As amended in relation to the CB cases, the allegations are as follows:

1. That on or about August 2, 2012, Local 660 accepted recognition from Alstate Maintenance Inc. as the exclusive collective-bargaining representative of certain employees at JFK airport, notwithstanding that Local 660 did not represent a majority of the employees in an appropriate unit at the time of recognition. This recognition encompassed skycaps, wheelchair

[1] In addition, charges were filed against the Employer, Alstate Maintenance LLC, in 29-CA-104000, 29-CA-12694 and 29-CA-136872. Those charges alleged that the employer violated the Act by recognizing and entering into a contract with the Respondent at a time when the Respondent did not represent a majority of the employees. Those cases were ultimately settled by the employer on March 3, 2015, and they were severed from the instant cases on the same date. In that settlement agreement, the employer agreed to cease giving effect to the collective-bargaining agreement and to reimburse employees for any dues and initiation fees that were remitted to Local 660 to the extent that the Union failed or was unable to do so.

agents, baggage handlers, passenger service agents, boarding gate agents, and CTX baggage handlers who were employed at Terminal One at the airport.

2. That on or about December 1, 2012, Alstate and Local 660 entered into a collective bargaining agreement covering the above described classifications at Terminal One ***and*** Terminal Four at JFK airport. It is alleged that this contract, containing union-security and check-off clauses, was executed notwithstanding that Local 660 did not represent a majority of the employees in the unit covered by the executed collective-bargaining agreement.

3. The General Counsel argues, in the alternative, that if it is concluded that Alstate lawfully recognized Local 660 for the employees at Terminal One, the granting of recognition and the execution of a contract to cover those employees, plus similarly classified employees who worked at Terminal Four, was illegal as the Union did not represent a majority of the employees in the contractually described collective bargaining agreement.

4. That since about December 1, 2012, Local 660 has failed to notify employees that **(a)** they have the right to refrain from becoming a member of Local 660; **(b)** that as a non-member, they have the right to object to paying for nonrepresentational activities and obtain a reduction in fees for such activities; **(c)** that they have a right to sufficient information to enable them to intelligently decide whether to object; and **(d)** that they have the right as a non-member to be apprised of any internal union procedures for filing objections.

5. That in February 2013, Local 660 threatened employees at Terminal One with the loss of benefits unless they signed Local 660 membership and dues checkoff cards and (b) threatened employees with the loss of benefits if they did not sign cards for Local 660.

6. That in late February 2013, Local 660, at Terminal One, (**a**) promised benefits, including a pay raise if employees signed Local 660 membership and dues authorization cards and (**b**) threatened employees with a loss of benefits if they did not sign cards for Local 660.

7. That on or about March 11, 2013, Local 660, at Terminal Four, promised employees a raise and a transportation subsidy if they signed Local 660 membership cards.

8. That on or about March 27, 2014, in a letter to employees, Local 660 threatened employees with job loss unless they signed Local 660 membership and dues checkoff cards. The General Counsel also alleges that the Respondent did not inform employees; (**a**) that they had a right to remain non-members; (**b**) that as non-members, they had a right to object to nonrepresentational activities and to obtain a reduction in fees; (**c**) that they had a right to be given sufficient information to enable them to intelligently decide whether to object; (**d**) that they had a right, as nonmembers to be apprised of any internal union procedures for filing objections; and (**e**) they had a right to a monthly breakdown of amounts owed and an explanation of how the amounts were calculated.

In addition to the above, the General Counsel, during the course of the hearing, issued a backpay specification and notice of hearing that was consolidated with the unfair labor practice case. This specification alleged that Local 660, if found guilty of the unfair labor practice charges, would be liable to return to the employees all monies deducted from their wages as dues and/or initiation.

In its defense, the Respondent essentially makes three assertions. First, that the employer is subject to the jurisdiction of the Railway Labor Act and not the National Labor Relations Act. Second, that at the time that recognition was granted Local 660 represented a majority of the unit work force at Terminal One. And third, that this recognition took place more than 6 months prior to the filing of either charge in this proceeding.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed, I make the following

Findings and Conclusions

I. Jurisdiction

The parties stipulated that Alstate Maintenance, LLC, located in Rockville Centre, New York is engaged in providing ground services at JFK Airport. They also stipulated that during the past calendar year, it purchased and received at its Rockville Center facility, goods and supplies valued in excess of $50,000 directly from points outside the State of New York and performed services valued in excess of $50,000 for Lufthansa Airlines, Air France and Aero Mexico, which are themselves directly engaged in interstate commerce.

The question here is whether Alstate, as a contractor performing services for airlines, is exempt from the NLRA's jurisdiction and should be covered by the Railway Labor Act. Section 2(2) of the National Labor Relations Act defines an employer to exclude any person subject to the RLA.

In a case involving the same employer, entitled Alstate Maintenance, LLC, 29-CA-117101, involving the alleged illegal discharge of Trevor Greenidge, the issue of jurisdiction was also raised. That case involved a situation in which the Employer contended that its decision to discharge Greenidge was required by an air carrier. As the issue in that case related to the degree to which the airlines at JFK "controlled" the employment relationship between Alstate and its employees, I informed the parties that I would take official notice of the transcripts, exhibits and arguments in both cases. I also permitted counsel for the Charging Party in this case to intervene as a party in interest in 29-CA-117101.

Alstate is a contractor that performs services at two of JFK's terminals for the two consortiums that operate those terminals. In this regard, Alstate has had successive and separate contracts with the Terminal Four Airline Consortium (TFAC), and the Terminal One Group Association L.P. (TOGA). These are consortiums created by the airlines operating out of the respective terminals and each consortium has its own managers and representatives. Alstate does not have a direct relationship with the airlines; rather it contracts with the respective airline created consortiums.

The services offered by Alstate include skycap services, wheelchair services, and to a certain extent baggage handling services. The parties all agree that these are services that have traditionally been performed by air carriers.

Alstate is affiliated with a separate corporation called Airway Cleaners LLC. Both companies operate out of the same office, have common managers and also have a degree of

common ownership.[2] Basically, Airway Cleaners has contracts with airlines at JFK, LaGuardia Airport and at various other airports pursuant to which it performs janitorial work in both the terminals and on the aircraft. As will be described later, there have been occasions where non-managerial and non-supervisory employees have interchanged between both corporations.

On September 11, 2014, the National Mediation Board in Case No. 41 NMB No. 54, concluded that it did not have jurisdiction over Airway Cleaners because the airline carrier did not exercise "meaningful control" over the personnel decisions made by Airway Cleaners.[3]

When the National Labor Relations Board receives a petition or an unfair labor practice charge involving employees who work at an airline terminal or facility, and where a party contends that the National Mediation Board (NMB) has jurisdiction, the NLRB will often request a ruling from the other agency before proceeding further. And if the NMB decides that the employer is or is not subject to the Railway Labor Act, the NLRB will typically defer to such ruling. *DHL Worldwide Express*, 340 NLRB 1034 (2003). See also, *Primeflight Aviation Services, Inc*., 353 NLRB 467 (2008).[4]

Nevertheless, the NLRB is not required to refer a case to the NMB. In *Spartan Aviation Industries*, 337 NLRB 708 (2002) the Board stated:

> When a party raises a claim of arguable jurisdiction under the RLA, the Board generally refers the case to the National Mediation Board (NMB) for an advisory opinion. However, there is no statutory requirement that the Board first submit a case to the NMB for an opinion prior to determining whether to assert jurisdiction. *United Parcel Service*, 318 NLRB 778, 780 (1995). Although the Board generally makes such referrals, it will not refer a case that presents a jurisdictional claim in a factual situation similar to one in which the NMB has previously declined jurisdiction. See, e.g., *Phoenix Systems & Technologies, Inc*., 321 NLRB 1166 (1996); *E.W. Wiggins Airways, Inc*., 210 NLRB 996 (1974).

In determining whether the NLRB has jurisdiction, it has essentially adopted the same jurisdictional test of the NMB. In recent cases, a majority on the NMB, has reiterated this test in *Airway Cleaners LLC*, 41 NMB No. 54 (September 11, 2014) and *Air Serv Corp.*, 29 NMB 477 (August, 2012).

In *Air Serv*, the NMB held that there is a two-part test. First, whether the nature of the work is that which has been traditionally performed by employees of rail or air carriers. And second, whether the employer is directly or indirectly owned or controlled by, or under common

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[2] There is no allegation that Alstate and Airway Cleaners constituted a single employer. Apart from the facts that there is some common ownership and control, and a few examples of employees from one being hired by the other, the extent of their relationship was not fully litigated.

[3] During the writing of this decision, the Board issued an opinion in *Airway Cleaners LLC,* 363 NLRB No. 166 (2016). In that case, the Board concluded that Airway Cleaners was subject to NLRB jurisdiction and rejected the claim that the standard for asserting jurisdiction was altered by its decision in *Browning-Ferris Industries of California, Inc. d/b/a BFI, Newby Island Recyclery*, 362 NLRB No. 186 (2015).

[4] In *Primeflight*, cited by the Respondent, the contractor performed skycap, wheelchair, baggage, priority parcel, ticket verification and passenger services for various airlines at LaGuardia Airport. (That is, essentially the same type of services that Alstate provides in this case). The Board requested the NMB to review the record in the representation case and that agency subsequently issued its opinion that the employer was subject to the Railway Labor Act. Considering the record in light of the NMB opinion, the Board dismissed the petition on the basis that the employer was subject to the Railway Labor Act.

control with a carrier or carriers. Both criteria must be met in order for the NMB to assert jurisdiction. As to the second part of the test, the majority opinion of the NMB was that:

> In applying the second part of its jurisdictional test, The Board looks for evidence of whether a material degree of control exists between the carrier and the employer in question for the latter to be deemed a carrier. Significant factors include: (1) Whether the entity's employees are supervised by the carrier; (2) whether the employees of the entity…. act as the carriers' agents; (3) whether carrier officials have the ability to make effective recommendations regarding the hiring and firing of the entity's employees; (4) whether the entity…. uses equipment owned by the carrier to perform its duties; (5) whether the carrier has a significant degree of control over the training of the entity's employees, and (6) whether the entity performs work for more than one company and retains control over its operations."

In *Airway Cleaners LLC,* supra, the NMB, by majority vote, held that the employer, in relation to its performance of services at LaGuardia Airport, was not within its jurisdiction. The majority opinion stated inter alia;

> To determine whether there is carrier control over a company, the NMB looks at several factors, including the extent of the carrier's control over the manner in which the company conducts its business, access to the company's operations and records, role in personnel decision, degree of supervisor of the company's employees, whether employees are held out to the public as carrier employees, and control over employee training."
>
> As discussed in prior cases, where the Board has not found jurisdiction, a carrier must exercise "meaningful control over personnel decision," and not just the type of contract found in any contract for services…. the contract provisions at issue here are similar to those in Bags. (Bags Inc., 40 NMB 165, 170 (2013). In that case carriers provided training to a Bags' employee, who in turn trained other employees. The carriers provided equipment to Bags, had the right to bar employees from the airport if they did not comply with safety or other standards and reported employee misconduct to Bags. These examples of control were not sufficient to establish RLA jurisdiction…"
>
> The evidence includes one example of Airway acquiescing to American and retraining an employee despite not agreeing that the employee was guilty of the allegations against him. This incident, however, is not sufficient to establish that American exercised jurisdictionally significant control over Airway's labor relations. American does not hire, fire, or routinely discipline Airway employees…. Airway has its own HR department and conducts its own hiring. The record includes evidence of Airway not hiring individuals suggested by American. American has no involvement in the hiring of front line staff, even if it has recommended an individual for a management position…"
>
> In previous cases applying the standard two part test… the Board has required evidence that a carrier or carriers effectively recommend discipline, discharge and promotion of a company's employees…. In Signature Flight Support/Aircraft Serv. Int'l, Inc., 32 NMB 30, 33-34 (20043), the Board found sufficient control…

> where the company provided evidence that it complied with carrier requests to terminate, discipline and reassign employees, including terminating a ground service employee after the carrier requested he be removed from the ramp.

As noted above, the opinion in Airway Cleaners was not unanimous. Chairman Hoglander issued a concurring opinion, but expressed his discontent with the two-part test. My reading is that he disagreed with the majority's definition of "indirect control. " Applying his test would make it harder for National Mediation Board to exercise jurisdiction over contractors. On the other hand, Member Geale expressed his disagreement with the NMB's traditional test. He would have asserted jurisdiction over Airways and as I read his opinion, he would make it easier for the NMB to assert jurisdiction over employers working as subcontractors to airlines.

In *Menzies Aviation Inc.,* 42 NMB 1 (2014), the NMB concluded that an employer that provided baggage, ramp and aircraft servicing functions, mostly for Alaska Airlines at Seattle Airport, was not subject to the jurisdiction of the National Mediation Board. The majority opinion stated:

> The evidence… demonstrates that carriers at SeaTac do not exercise a sufficient amount of control over Menzies… [The] contract describes a typical relationship between a carrier and a contractor. The fact that Alaska dictates standards for work performed is not unusual in a contract for services and does not evidence a significant degree of control over Menzies' operations. All contracts specify certain standards that a company must follow in performing services for a carrier. For example, in Bags, Inc., 40 NMB at 1666-67, the company had to follow the standard practice of Delta and Delta had the right to bar an employee from the airport if he or she did not comply with Delta's appearance or safety standards….
>
> Likewise, the fact that Alaska auditors inspect work performance does not establish this type of control. A Menzies employee reported that Alaska managers may directly notify a Menzies employee of a small infraction but performance problems are reported to and all discipline is handled by Menzies management. The contract between Menzies and Alaska provides that Menzies "shall not be required by Alaska to terminate or discipline any of its own employees in breach of laws or (Menzie's) employee disciplinary processes as set out in its employee handbook." So while Alaska may report performance problems, Menzies determines the appropriate discipline following it's own discipline process…
>
> Menzies further argues that Alaska's authority to require it to remove from Alaska's operations employees who it finds unacceptable, evidences the required control for RLA jurisdiction… Menzies is not required to terminate employees who are unacceptable to Alaska… The NMB has found jurisdiction based on the authority to remove employees where an employee has been terminated following a carrier request that he or she be removed from the contract…. That is not the case here; Menzies retains and exercises the option to utilize employees elsewhere at SeaTac.
>
> While the Board has in the past found jurisdiction over Menzies' operations at other locations, jurisdiction decisions are presented to the Board on a case-by-

> case basis at different locations where companies contract with direct carriers who exercise various degrees of control…
>
> The extent to which the carrier controls the manner in which Menzies conducts its business is not greater than found in a typical subcontractor relationship. As in the Board's recent Airways Cleaners decision, Alaska does not exercise "meaningful control over personnel decision." Alaska does not hire, fire or routinely discipline Menzies employees. Contract provisions even more explicitly leave these decisions to Menzies. Menzies has its own discipline policy and, although Alaska managers can report misconduct or failure to follow procedures, Menzies has the authority to discipline as its managers see fit.

In the present case, the first part of the test is not in dispute and all parties agree that the work performed by Alstate's employees is work that has traditionally been performed by airlines. So, we then move on to the second part of the test.

Alstate is not directly or indirectly owned by an airline carrier. It is a completely separate entity. There is no evidence that Alstate shares any ownership with any airline or that any of its officers, managers or supervisors are employed by any airline. It is strictly speaking an employer that provides services pursuant to a contract. The issue is to what extent, if any, do the airlines at each terminal, through their respective consortia, TFAC and TOGA, exercise control over Alstate vis a vis its employees?

The first place to look is at the contracts themselves.

Among the relevant provisions of the contract that Alstate has in relation to Terminal Four, (TFAC), are the following provisions:

> 6. Labor and Supplies. Alstate shall supply all necessary labor, supervision and equipment to perform services under this Agreement. All such services shall be performed in a thorough, efficient and workmanlike manner and in compliance with all federal, state and local law. In addition, Alstate … shall comply with all JFK IAT Terminal 4 rules and regulations (including the JFK IAT Operations manual and other manuals) and Port Authority rules and regulations, governing the conduct and operations at Terminal 4, promulgated from time to time by JFK IAT or the Port Authority, which are not inconsistent with any rules, regulations or orders of any federal, state or local agency having jurisdiction with respect thereto.
>
> 10. Employees. Personnel furnished by Alstate to perform baggage Induction Services will be employees of Alstate… and shall not be deemed to be the agents or representatives of TFAC or any airline member of TFAC. Alstate shall perform all obligations and discharge all liabilities imposed upon employers under applicable tax, labor, wage-hour, Workers' Compensation, insurance, social security, and any applicable federal state, county, and local laws and regulations with respect to employees and personnel.
>
> 11. Supervision and Coordination. Alstate shall maintain a competent work … supervisor stationed in the service area location during flight departure times. Alstate and the airline members of TFAC shall provide each other with the contact information for supervisory personnel at Terminal Four so that Alstate

> can coordinate flight departure times with airline members of the TFAC and be advised of flight delays, diversions and cancellation, emergencies, worker absences and accidents involving workers and any other matter requiring the cooperation of the parties.
>
> 13. Independent Contractor. In the performance of this Agreement, the Contractor shall act as an independent contractor and not as an agent of TFAC or the airline members of TFAC.

Among the relevant provisions of the contract that Alstate has in relation to Terminal One, (TOGA), the following are noted:

The contract sets forth the hourly billing rate and the overtime billing rate for the various categories of Alstate employees. This is, however, not the actual hourly wage rate paid to the Alstate employees.

> 1.2 Labor Hours Upon reasonable notice, TOGA shall have the right to audit the number of hours charged by Alstate… for each labor classification set forth above, and to audit Alstate's records in accordance with the procedures set forth in Exhibit B.
>
> In the event of any hourly billing discrepancies are discovered during TOGA's audit, Alstate will, upon receipt of written notice from TOGA correct any such discrepancies immediately.
>
> 5.5. Alstate Maintenance shall upon request of TOGA remove from service and replace any Personnel who, in the sole opinion of TOGA, display improper conduct or are deemed not qualified to perform the duties assigned to them.
>
> 8.1 Allstate Maintenance shall immediately give notice to TOGA … of any and all impending or existing labor complaints, troubles, disputes or controversies, or the attempt by any labor group to organize Alstate's employees and the progress thereof. Alstate Maintenance shall use its best efforts to resolve any such complaint…. If an type of strike boycott, picketing, work stoppage, slowdown or other labor activity is directed against Alstate Maintenance at the Terminal or against any operations of Alstate under this contract, whether or not cause by the employees of Alstate and if any of the foregoing, in the opinion of TOGA results or is likely to result in the curtailment or diminution of the services to be performed hereunder, or to interfere with or affect the operations of Terminal One, or to interfere with or affect the operations of lessees, licenses, or other users of the Terminal or in the event of any other cessation or stoppage of operations by Alstate hereunder for any reason whatsoever, TOGA shall have the right at any during the continuance thereof to suspend the operations of Allstate under this agreement.

The evidence shows that Alstate, based on its assessment of the operations at each terminal, makes a decision as to how it is going to bid for the contracts, factoring in its labor costs. (Basically, the contracts provide for the reimbursement by the airline consortiums to Alstate of the actual regular and overtime hours that have been worked, multiplied by the

contract rates that have been agreed upon for those hours).[5] Alstate is required by the respective airline consortiums to provide at least a minimum number of labor hours per day. But Alstate is the entity that determines how many employees it will hire, who it will hire, what their work schedules will be, and to what jobs they will be assigned. It is noted that none of the jobs involved in this case require inordinate skill levels and most are paid at, or slightly above the minimum wage. Skycaps earn the most, but this is because of tips and not because of their wage scale.

In relation to the day-to-day operations at each terminal, the managers of the respective consortiums, notify Alstate of the number of flights going in and out of the terminals; the aircraft schedules for each day; any changes such as delays or cancellations that occur during the day; and whether there will be passengers, (either coming or going), who will require wheelchair or other special services.

In performing their jobs, the Alstate employees wear uniforms and identification tags that identify themselves as employees of Alstate. Alstate owns the wheel chairs and other equipment that it uses at the airport. The training of Alstate employees, either with respect to its own procedures, or as to compliance with Port Authority regulations, is done by Alstate. The managers and supervisors of the respective consortiums or airlines have little or no direct contact with Alstate's employees, albeit on rare occasions, an airline employee may ask an Alstate employee to help a passenger with a wheelchair.

In my opinion, the evidence demonstrates that the day-to-day operations of Alstate are determined by Alstate's supervisors and managers and not by the airline consortiums or by the airlines themselves. This is not to say that there have not been occasions when an airline has complained about the service provided by an Alstate employee and have either strongly suggested or even required Alstate to remove that employee from its terminal. However, the evidence shows that in each case where a complaint has been received, Alstate has made its own investigation and rendered its own independent judgment as to what if any degree of disciplinary action should be taken. In the rare cases that were documented in this hearing, when an airline, through its consortium, demanded that Alstate remove an employee from the terminal, the evidence was that although Alstate had no ability, (or desire), to resist such a demand, it has chosen, on occasion, not to discharge the employee but to place him in another job, either at the other JFK terminal or in a job with Airway, its affiliated company.

In this case and the related CA case, the Respondents make much of the rare occasions when airlines have registered complaints that have ultimately resulted in an employee or employees being discharged. In this regard, the contracts, although giving the airlines, through their respective consortiums, the power to remove an Alstate employee from their terminals does not mean that they have the power to compel Alstate to discharge that employee. And why would they care once the employee has been removed from the terminal? There is no doubt that TFAC or TOGA or any of their constituent airlines, as significant customers of Alstate's services, can by the mere fact of reporting employee misconduct or incompetence, exercise a good deal of influence on Alstate in relation to how it will deal with an employee. Nevertheless, that kind of influence has been held by the NMB to be insufficient to establish significant control.

[5] In this respect, the contractual right of a consortium to audit Alstate's records is not to insure that Alstate is properly paying its employees. The purpose is to insure that in presenting its invoices, Alstate, has properly calculated the hours and overtime worked by its employees so that the billing is correct.

I also note that in this case, Alstate recognized and bargained with Local 660 without the intervention, participation or assistance of any of the airlines. Ultimately, a collective-bargaining agreement was reached as a result of those negotiations and there is nothing to indicate that any airline or airline consortium played a role in reaching that contract.

In my opinion, the contractual relationships that have been established between Alstate, TFAC and TOGA were intended to create an independent contractor relationship so that the airlines would no longer have to be troubled with dealing with their own work forces in performing these types of services. Although the evidence shows that from time to time there has been friction between the consortiums and Alstate regarding the performance of the latter's functions, those complaints have been handled at the managerial level and not directly between the managers or supervisors of the consortiums and Alstate's employees. In effect, this is no different than a relationship between a company and any large customer who is difficult to please. In my opinion, the evidence does not establish that airline carries exercise control over the operations of Alstate sufficient to require that jurisdiction be placed under the Railway Labor Act. Accordingly, I find that Alstate is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Additionally, I conclude that the two unions involved in this case are labor organizations within the meaning of Section 2(5) of the Act.

II. The alleged unfair labor practices

Local 32BJ, the Charging Party, initiated an organizational campaign at JFK Terminals One and Four in or about January 2012. The persons involved in that campaign were Felicia Bryan and Marlena Fontes. This campaign picked up in June 2012 and the organizers for Local 32BJ visited both terminals in June and July on multiple occasions where they spoke to employees of Alstate.

In June 2012, Local 660 also began its effort to organize Alstate employees in the same classifications. This organizing effort was directed solely at the employees at Terminal One. The representatives of Local 660 who were involved in this effort were Gilberto Mendez (president), Cade McCarthy (business manager), Alex Cedeno (secretary-treasurer), and Wester Febres. Perhaps because the ground had already been prepared by Local 32BJ, Local 660 was successful in obtaining a total of 102 authorization cards. The first four cards were signed on June 14 and 15, 2012. Of the total of 102 cards, 12 were signed between June 14 and June 27; 15 were signed on June 29 and 30; 75 cards were signed in July, of which 42 were signed on July 16. Another 33 cards were signed on July 17, 2012. In English and Spanish, the cards signed by employees read as follows:

LOCAL UNION 660
United Workers of America
14 Bond Street, Suite 348, Great Neck NY 11201 (516) 616-3286
APPLICATION FOR MEMBERSHIP

I hereby authorize Local 660 to represent me and, in my behalf, to negotiate and conclude all agreements as to hours of labor, wages and other conditions of employment.

Since the evidence shows that employees were signing cards for Local 660 as early as June 14 and 15, 2012, it seems to me that Local 32BJ, assuming that it had any kind of

relationship with at least some of the employees, would have learned, during the many visits to JFK, of Local 660's organizing efforts no later than early July.

In any event, with 102 authorization cards in hand, Local 660 demanded recognition and the employer agreed to a card check. On August 2, 2012, a local priest was contacted to run the card check by using an employee roster that was provided by the employer. At the end of the count, Father Kevin McBrien certified that Local 660 represented a majority of the employees in the Terminal One unit.

On August 2, 2012, Alstate and Local 660 executed a recognition agreement for the following unit of employees.

> All full-time and regular part-time skycaps, wheelchair agents, baggage handlers, passenger service agents, boarding gate agents and CTX baggage handlers working for Alstate Maintenance, Inc. at Terminal One, JFK International Airport, Jamaica, New York 11430, excluding all other employees, guards, clerks, dispatchers, management and supervisors as defined by the Act.

The General Counsels claims that when recognition was accorded to Local 660, it did not represent a majority of the employees in the recognized unit. In this regard, they assert that the list used by Father McBrien did not accurately reflect the employees in the unit. According to the General Counsels, there was a total of 194 employees employed on August 2, 2012 at Terminal One in job classifications covered by the recognition agreement.

The General Counsels claim that seven of the 102 authorization cards were invalid for a variety of reasons. It is asserted that the card of Vladimir Crasica was invalid because there is no record showing that he worked at the company during the relevant pay period. They claim that a card with the signature of Mohamad Ishak was not valid because he testified that he did not sign a card and did not give his wife permission to sign a card.[6] It is claimed that a card signed by Kishawn Lashley was invalid because it is dated before Local 660 commenced its organizing drive. (It is dated 02/17/12). The card of Glen Malcolm is challenged because he had already resigned before August 1. The cards of Timothy Reynolds and Dennis Semple were challenged because the payroll records showed that they did not work for the company when recognition was accorded. Finally, the card of Kwesi Roachford is challenged because, although he did sign the card and provided a portion of his telephone number, the remainder of the card was not filled out.

The General Counsels therefore assert that in a unit of 194 persons, Local 660 had obtained 95 valid authorization cards, that being five less than a majority.

Nevertheless, the card count and the recognition took place more than 8 months before these charges were filed. Therefore, unless there is some legal basis to toll the Section 10(b) 6 month statute of limitations, a challenge to Local 660's majority status would have to fail. Accordingly, the complaint would have to be dismissed insofar as it alleges that Local 660 violated the Act by accepting recognition at a time when it did not represent a majority of the employees in the unit covering the employees at Terminal One. *Local Lodge No. 1424 International Union of Machinists AFL-CIO (Bryan Mfg. Co.) v. NLRB*, 362 U.S. 411 (1960).

[6] The General Counsel called a handwriting expert who testified that this was not the signature of Mohamad Ishak.

The Respondent's agents testified that Local 660 handed out a leaflet to employees at Terminal One stating that it had been recognized by the employer. It also presented three employee witnesses who testified that they received this notice on August 9, 2012. On the other hand, the General Counsel presented ten employee witnesses who testified that they did not hear anything about Local 660 being recognized until March 2013 when they were notified that they had to execute union membership and dues authorization cards for Local 660.[7] The General Counsels also point out that in response to an investigative subpoena, Local 660 did not produce the notice that it supposedly issued in August 2012.

In a unit of around 200 employees, we had a total of 13 who testified about the recognition; 10 saying they were not informed and three saying that they were. This represents a small portion of the work force. In either case this does not provide me with much assurance of reliability in deciding what occurred almost 4 years ago.[8]

In my opinion, once the Respondent has raised the statute of limitations as an affirmative defense and once it has been established that the act which forms the basis of the alleged unfair labor practice has been shown to have occurred more than 6 months before the charge was filed, then the General Counsel has the burden of establishing that the 10(b) period has been tolled by a showing of a "fraudulent concealment." In *Browne & Sharpe Mfg. Co*., 321 NLRB 924 (1996), the Board on remand from the D.C. Circuit Court, stated that in order for the 10(b) period to be tolled based on a claim of fraudulent concealment, the General Counsel must show that (1) deliberate concealment has occurred; (2) material facts were the object of the concealment; and (3) the injured party was ignorant of those facts, without any fault or want of due diligence on its part. It concluded that all three elements must be present to warrant the tolling of the 10(b) period.[9]

I think that it is highly unlikely that Local 660 representatives would have gone to the trouble to solicit a substantial number of authorization cards; to arrange for a third party card check; and then to conceal the outcome from the employees. This simply makes no sense and I can't imagine why a union would do this. I therefore conclude that the initial recognition of

[7] Some of these employee witnesses acknowledged that in June or July 2012, they signed cards authorizing Local 660 to represent them and bargain on their behalf.

[8] Indeed, as pointed out by the Court in *Local Lodge No. 1424 v. NLRB*, supra, the reason 10(b) was enacted was to preclude litigation over past events where records have been destroyed, witnesses have gone elsewhere and recollections have become dim and confused.

[9] Unlike cases where for example, an employer fails to unambiguously notify an incumbent union of a unilateral change or of its refusal to furnish information, I don't think that in cases where a union has been recognized outside the 10(b) period, either the employer or the recognized union owes a duty to notify any other unions that might have been organizing the same employees. I do think, however, that if that recognition has been concealed from the employees affected, then the 10(b) period would be tolled. In *Crown Cork & Seal Co., Inc*., 255 NLRB 14 (1981), two unions were vying to represent the employees of the company. There was evidence that an employee named Kasselder was used by the company to solicit authorization cards for the Teamsters from newly hired employees. The employer arranged Kasselder's schedule so that he could do this and although employees were aware of Kasselder's activity, neither they nor the Steelworkers Union were aware of the relationship between the employer and Kasselder. When this was alleged to be assistance under Sec. 8(a)(2), the company asserted that the activity occurred outside the 10(b) period. The Judge, with Board approval, held that the period was tolled and that Kasselder's knowledge of the unlawful assistance could not be used to start the 10(b) period from running since he was a participant in the unlawful conspiracy.

Local 660 on August 2 occurred more than 6 months prior to the charge being filed and that it is beyond attack because of Section 10(b).

However, this does not end the matter.

On some unspecified date in December 2012, Alstate and Local 660 executed a collective-bargaining agreement, which by its terms, was effective on December 1, 2012. But instead of covering the employees at Terminal One, (for which recognition had been granted on August 2), this contract covered Alstate's employees at Terminal One and at Terminal Four. It is not disputed that Local 660 never obtained authorizations from any employees working at Terminal Four. By entering into a contract covering these classifications of employees *at both terminals*, the unit of employees covered by the contract was substantially increased, with a significant number of employees having had no say as to whether they wished to be represented by Local 660. Given the fact that the total number of employees at both terminals exceeded 300, Local 660 never even got close to representing a majority of the employees in this newly created and recognized unit. And given the size of this addition to the recognized unit, there can be no legitimate argument that the employees at Terminal Four constituted an accretion to the Terminal One unit. *Gitano Group*, 308 NLRB 1172 (1992).

Therefore, this is an entirely new and separate transaction from the grant of recognition that occurred back in August 2012. Had the company and Local 660 entered into a contract in December 2012 that covered only the set of employees for which recognition had been originally granted, then no violation would have occurred. But this is not what happened. In a clear case of overreach, Local 660 and Alstate entered into a contract within the 10(b) period that covered a unit of employees in which local 660 never represented a majority. This new unit that was encompassed by the collective-bargaining agreement was not the unit for which recognition was granted. And indeed, because the employees added to the Terminal One unit, could not be considered as an accretion, the contract unit (covering the employees of both Terminal One and Terminal Four), was both inappropriate and illegal.

Because the employer's recognition of Local 660 constituted a new transaction, it is concluded that the 10(b) period should be started from the date of this transaction. And since this new transaction occurred within the 10(b) period, I find that by accepting recognition at a time when it did not represent a majority in the newly created and illegally expanded unit, Local 660 violated Section 8(b)(1)(A) of the Act. By the same token, because the execution of the collective-bargaining agreement for this expanded unit occurred within the 10(b) limitations period, I conclude that Local 660 violated Section 8(b)(1)(A) of the Act.

I also conclude that the collective bargaining agreement, because it encompassed an inappropriate bargaining unit and was executed in the absence of majority support, should be construed as being null and void in all respects.

The collective-bargaining agreement contains a union security clause requiring union membership and the payment of periodic fees and dues as a condition of employment. As I have concluded that the entire contract is null and void, I shall also conclude that the union security and dues check-off provisions of the contract are inoperable and cannot be enforced. I therefore conclude that as the contract contains such provisions and that these provisions were enforced, Local 660 also violated Section 8(b)(2) and 8(b)(1)(A) of the Act. *Port Chester Nursing Home*, 269 NLRB 150, (1984); *NLRB v. Retail Clerks Local 588 (Raley's, Inc.*), 587 F.2d 984, (9th Cir. 1978), enf. 227 NLRB 670, (1976).

In March and April 2013, Local 660 sent letters to a sizeable number of Alstate employees who worked at both Terminal One and Terminal Four. Included with the letters were dues check-off cards. The letter stated:

> Should the authorization form not be received by April 7, 2014, the entire back dues will be owed. Furthermore, please be advised that if you do not become current with this local union within thirty (30) days of your receipt of this letter or make satisfactory arrangements to pay the amount you owe within that time, your employment will be terminated.

In addition, the evidence showed that during the early part of 2013, various agents of Local 660 informed employees of their union membership obligations pursuant to the union-security clause. That is, employees were told that they had to sign union membership and dues authorization cards in order to remain employed by Alstate.

Finally, in January and March 2014, the Union sent another batch of letters to employees, advising them that they were in arrears as to their union dues and informing them that unless they paid, they would be discharged. This letter stated:

> It has come to our attention that you are currently in arrears in the payment of the dues and fees necessary to obtain and maintain good standing in this Local Union. Article II, Section I of the current collective bargaining agreement between your company and Local 660 provides … that you must stay current in the payment of these amounts to the union in order to keep your job with your employer…
>
> Local 660 is aware of the hardship of paying the above dues. At this time, the union is willing to forgive this debt; however, you must become and remain current with your January 2014 dues and initiation fee. In order to take advantage of this offer, please complete the attached dues deduction authorization form and return it to your immediate manager no later than April 7, 2014.
>
> Should the authorization form not be received by April 7, 2014, the entire back dues will be owed. Furthermore, please be advised that if you do not become current with this local union within thirty days of your receipt of this letter, or make satisfactory arrangements to pay the amount you owe within that time, your employment will be terminated.

Inasmuch as I have concluded that the collective-bargaining agreement between Alstate and Local 660 is invalid, it follows that the union security and dues check-off provisions are also invalid. I therefore conclude that any attempt to force or induce employees to become union members and pay union dues as a condition of continued employment constitutes a violation of Section 8(b)(2) and 8(b)(1)(A) of the Act.

I also conclude that to the extent that any monies were received by Local 660 as a result of their being deducted from employees' wages as union fees or dues, those monies, with the exceptions noted below, should be returned to the employees with interest.[10]

[10] Since I have concluded that the union security and dues check-off provisions of the agreement are unlawful and void, there is, in my opinion, no need to consider whether the Union also violated the Act

III. The Backpay Specification

The evidence shows that during the period from March 1, 2013, through December 31, 2014, the employer sent to the union dues and fees that were deducted from the wages of its employees. As of December 31, 2014, the employer ceased deducting dues. The backpay period therefore runs from March 1, 2013 through December 31, 2014 and the formula would simply be a calculation of the amounts per employee that were deducted from employee wages and remitted to the Union during this period.

As the Union did not have sufficient records to ascertain from which employees it received deducted money, the General Counsel utilized Alstate's quarterly payroll records to compute the amounts that were deducted from their paychecks from March 1, 2013 through December 31, 2014. The assumption was that monies deducted from employee wages as union dues, were remitted to Local 660. In my opinion this was clearly reasonable and the Respondent has not suggested any other alternative.

Amended Appendices A-1 through A-8 of the amended backpay specification set forth on a quarterly basis, the names and amounts of monies claimed for each employee working in a bargaining unit classification. Since there is no conflicting evidence, I shall use these figures as the basis for my calculations. However, in cases requiring reimbursement of dues and fees by a union, the Board has consistently held that the Respondent need not reimburse any employees who voluntarily joined the Union before the effective date of the collective-bargaining agreement. *Planned Bldg. Services*, 330 NLRB 791, 794 fn. 20 (2000). See also *A.M.A. Leasing*, 283 NLRB 1017, 1026 (1987); *Cascade General*, 303 NLRB 656, 657 fn. 14 (1991), enfd. 9 F.3d 731 (9th Cir. 1993) cert. denied 511, U.S. 1052 (1994).

As there is no allegation that the employees who signed cards for Local 660 back in 2012 were coerced into doing so, I am going to exclude from the backpay specification those employees who signed Local 660 membership application cards before December 1, 2012. The amounts owed to employees of Alstate are set forth Appendix B to this Decision.

Conclusions of Law

1. By entering into a collective-bargaining agreement with Alstate effective on December 1, 2012, covering a unit of employees at JFK terminals One and Four, at a time that it did not represent a majority of those employee, the Respondent, Local 660 United Workers of America, violated Section 8(b)(1)(A) of the Act.

---

under the rationale of *Philadelphia Sheraton*, 136 NLRB 888 (1962). Nor is there any reason to determine whether the Union, by the enforcement of the illegal union-security clause failed to give the notices required by *Communications Workers of America v. Beck*, 487 U.S. 735 (1988). I don't think that it serves any useful purpose to hold that a union must give the Beck notices if there is a concomitant finding that the contract and its union-security provision is unenforceable. It is arguable that Local 660 did notify employees of their Beck rights inasmuch as there is a statement to that effect, (in tiny writing), on the dues check-off authorization forms. (See General Counsel Exh. 38). Finally, in these circumstances, I do not think it is necessary to conclude that the Local 660 violated Section 8(b)(1)(A) by allegedly telling one employee that if she signed a union card she would get a $9 metro card refund and an increase of $.25 for a 3 year contract.

2. By entering into and enforcing the union security and dues check-off provisions of the above described collective-bargaining agreement, Local 660 United Workers of America, violated Section 8(b)(2) of the Act.

3. By threatening employees with job loss if they did not sign union dues and checkoff cards, Local 660 United Workers of America violated Section 8(b)(1)(A) of the Act.

4. The unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

It is recommended that Local 660 United Workers of America be ordered to cease and desist from acting as the bargaining representative of the employees in the bargaining unit set forth in the collective-bargaining agreement that became effective on December 1, 2012 and that it cease giving effect to its contract with Alstate Maintenance, Inc., unless and until it is certified by the Board as the collective-bargaining representative of the employees in that bargaining unit.

It is additionally recommended that Local 660 United Workers of America be ordered to reimburse the employees employed at JFK Airport terminals One and Four who are listed in Appendix B to this Decision for all initiation fees, dues or other moneys which may have been exacted from them. Interest shall be computed in manner set forth in *New Horizons*, 283 NLRB 1173 (1987) and compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), enf'd denied on other grounds sub. nom., *Jackson Hospital Corp. v. NLRB*, 647 F. 3d 1137 (D.C. Cir. 2011).

The amounts to be reimbursed to the employees are set forth in Appendix B to this Decision.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended [11]

ORDER

The Respondent Local 660 United Workers of America, its officers, agents, successors, and assigns, shall

1. Cease and desist from

[11] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Acting as the collective-bargaining representative of employees of Alstate Maintenance, Inc., working at JFK Airport Terminals One and Four, unless and until it is certified by the Board as the collective-bargaining representative of that company's employees.

(b) Maintaining or giving force or effect to any collective-bargaining agreement between it and Alstate Maintenance Inc., covering the employees working at JFK Airport Terminals One and Four.

(c) Threatening employees with job loss if they do not sign union dues and checkoff cards for Local 660 United Workers of America.

(d) In any like or related manner interfering with, restraining or coercing employees in the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Reimburse with interest, the employees of Alstate Maintenance Inc. as set forth in Appendix B.

(b) Within 14 days after service by the Region, post its offices and meeting halls, copies of the attached notices marked "Appendix A." Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Alstate Maintenance LLC at any time since December 1, 2012.

(c) Sign and return to the Regional Director sufficient copies of the notice for posting, if willing, by Alstate Maintenance LLC, at all places where notices to employees are customarily posted.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

Dated, Washington, D.C. May 9, 2016

Raymond P. Green
Administrative Law Judge

Appendix A

NOTICE TO EMPLOYEES AND MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to e to engage in any of these protected concerted activities.

WE WILL NOT act as the collective-bargaining representative of Alstate Maintenance LLC at JFK Airport, Terminals One and Four, unless and until we are certified by the Board as the collective-bargaining representative of those employees.

WE WILL NOT enter into or give force and effect to any collective-bargaining agreement with Allstate Maintenance LLC covering its employees at JFK Airport, Terminals One and Four unless and until we are certified by the Board as the collective-bargaining representative of those employees.

WE WILL NOT threaten employees employed by Alstate at JFK Airport, Terminals One and Four with job loss if they don't sign membership or dues authorization cards.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL reimburse all former and present employees employed at JFK Airport, Terminals One and Four, except for those who voluntarily joined Local 660 United Workers of America before December 1, 2012, for all initiation fees, dues, and other moneys which may have been exacted from them, with interest.

Local 660 United Workers of America
(Union)

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine

whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

Two MetroTech Center
Jay Street and Myrtle Avenue
Brooklyn, NY 11201-4201
718-330-2862. Hours: 9 a.m. to 5:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/29-CB-103994 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 718-330-2862.

Appendix B

Name	Q1 13	Q2 13	Q3 13	Q4 13	Q1 14	Q2 14	Q3 14	Q4 13
Christopher Alexander	66	99	99	99	99	99	99	99
Robert Adams	0	99	99	99	99	99	99	99
Eagon Adonis	0	0	0	0	0	0	33	0
Sherlock Adonis	0	99	99	99	99	99	66	99
Josephine Alkins	66	99	99	99	99	99	0	0
Colin Alsop	66	0	0	0	0	0	0	0
Ian Alfred	0	0	0	0	0	0	33	99
Lancelot Anderson	66	99	99	99	99	99	99	99
Julien Andrews	66	99	99	66	99	66	99	99
Denise Anthony	66	99	99	99	99	99	99	99
Orren Argyle	66	99	99	99	99	99	66	99
Troy Armstrong	66	33	0	0	0	0	0	0
Gavoillie Ashman	66	99	99	99	99	99	99	99
Sherwin Bacchus	66	99	99	99	99	99	99	99
Godfrey Bagot	33	99	99	99	99	66	99	99
Michael Bailey	0	99	99	99	99	99	99	99
Michael Ballentine	0	66	0	0	0	0	0	0
Rammauth Barchan	66	99	99	99	99	99	99	66
Fitzroy Barrow	0	33	0	0	0	0	0	0
Robert Battersfield	66	0	0	0	0	0	0	0
Donald Bentick	66	99	99	99	99	99	99	99
Nfn Bhanpersaud	66	99	33	66	99	99	66	99
Christopher Bishop	66	66	0	0	0	0	0	0
Ridley Blackmun	66	99	99	99	99	99	99	99

Keisha Blair	0	0	0	0	0	0	0	33
Dexter Bollers	0	0	0	0	0	33	0	0
Ronald Boodie	66	99	66	99	99	99	66	0
Nyanka Bowen	66	99	99	99	99	99	99	99
Claude Brown	0	99	99	66	99	99	99	99
Herbert Brown	66	99	99	33	0	0	0	0
Ronald Burnett	66	99	99	66	99	99	99	99
Fabian Bunting	66	99	66	0	0	0	0	0
Lester Burris	0	33	0	0	0	0	0	0
Kendell Cambridge	66	99	99	0	0	0	0	0
Enid Cameron	66	99	99	99	99	99	99	99
Anthony Camilo	0	0	0	0	99	99	0	99
Andrew Carryl	66	99	99	99	99	99	0	0
Mark Carter	66	99	99	99	99	66	99	99
Vernon Casey	0	99	99	66	99	99	99	66
Richard Chambers	66	66	0	0	0	0	0	0
Nigel Chesney	66	0	0	0	0	0	0	0
Vladmir Clairjeune	66	99	99	86	99	99	99	99
Lakram Chotai	0	0	66	99	99	33	33	99
Randy Clarke	0	99	99	99	99	66	66	99
Mark Clarke	0	0	0	0	0	0	0	99
Richard Coates	0	66	99	99	99	99	99	99
Cessalie Cobbs	66	99	99	99	99	99	99	99
Gary Collins	0	99	99	99	99	99	99	99
Randolph Cornette	0	99	99	99	99	99	99	99
Karane Crawford	0	99	99	66	0	0	0	0
Gregory Daniel	66	99	99	99	66	99	99	66

Orin Daniels	66	99	99	99	99	99	99	99
Gerard Davis	66	99	66	33	0	0	0	0
Leilawattie Dean	66	99	99	99	99	99	99	99
Hannif Denny	66	99	99	99	99	99	99	99
Delon Delph	66	99	99	0	0	0	0	0
Ronnie Deo	0	99	99	99	99	99	99	99
Troy Dokram	0	33	0	0	0	0	0	0
Lester Duke	66	99	99	99	66	99	99	66
Roydell Duncan	66	99	99	99	99	99	99	99
Cheniza Dyall	0	0	0	0	0	0	0	66
Samuel Edwards	66	99	99	99	99	99	99	99
Bevon Eleazer	0	66	99	99	0	0	0	0
Kempton Elias	0	99	99	99	99	99	99	99
Elmo Fermin	65	99	99	99	99	67	66	0
Eligio Fernandez	66	99	99	99	99	99	99	99
Rosa Fernandez	66	99	99	99	99	99	99	99
Stephen Figueira	0	99	99	0	0	0	0	0
Peter Fontanelle	0	99	99	99	99	99	99	99
Al Frank	0	99	99	99	99	66	66	99
Barrington Gaynor	0	0	0	99	99	99	99	99
Dunsford George	66	99	66	99	99	99	99	99
Dwight George	0	0	66	99	99	99	99	99
Deque Gibbs	66	66	0	0	0	0	0	0
Wilfred Gibbs	66	99	99	66	99	99	66	99
Joseph Girardi	66	99	99	66	99	66	33	99
Troy Gonsalves	0	0	0	0	0	0	66	0
Steve Grubb	66	99	99	99	99	99	99	66

Lamara Greene	66	99	66	99	33	0	0	0
Rickey Greene	0	0	0	0	0	0	0	99
Debra Griffith	66	99	0	0	0	0	0	0
Nicole Griffith	0	99	0	0	0	0	0	0
Eston Gulliver	66	99	99	66	99	99	99	99
Michael Hamilton	33	99	99	99	99	99	66	99
Donna Harris	0	99	99	99	66	99	99	99
Ryan Harvey	66	99	0	0	0	0	0	0
Jason Harvey	0	99	99	66	99	99	99	66
Emmanuel Hector	66	99	99	99	99	99	99	66
Lindon Henry	66	99	99	66	99	99	99	99
Avery Highland	66	99	99	99	99	66	99	99
Lloyd Holder	66	99	99	99	33	0	0	0
Jahidad Islam	0	0	0	66	99	99	33	99
Dramane Issouf	66	99	99	99	99	99	99	99
Jennifer Jacobs	66	99	99	66	99	99	99	99
Jolleon Jacobs	0	99	99	99	99	99	66	99
Jason E James [12]	66	66	99	99	99	99	99	99
Anthony John	66	99	99	66	99	99	99	99
Troy Johnson	33	0	0	0	0	0	0	0
Dominic Johnson	0	0	0	66	99	99	99	99
Unie Johnson	0	33	0	0	0	0	0	0
Leland Jordan	66	99	99	99	99	99	66	99
Terrence Jones	0	99	0	0	0	0	0	0

[12] There is also an employee named Jason James whose name appears on a membership card for Local 660.

Mark Kerr	0	0	0	0	0	66	66	99
Orin Kilikelly	66	99	99	66	0	0	0	0
Harish Kirpalani	66	99	99	99	66	99	99	99
Lindon Kennedy	0	99	99	0	0	0	0	0
Catulle La Fond	66	99	99	99	66	99	99	99
Carlton Lennon	24	4.38	99	99	99	99	99	99
Linden Layne	66	99	0	0	0	0	0	0
Dennise Leung	66	99	99	99	99	99	99	99
Linden Levi	0	99	99	99	99	99	99	99
Emmanuel Leonides	66	99	99	99	99	99	99	99
Sedaine Loncke	66	0	0	0	0	0	0	0
Lance Maggette	0	99	99	99	99	66	99	99
Pedro Maisonet	66	99	99	99	99	99	99	99
Adolph Major	66	99	99	99	99	99	99	99
Avindra Mangal	0	99	99	99	99	99	99	99
Kaimraj Margan	66	99	99	99	99	99	99	99
Gregory Manson	0	0	66	99	99	99	66	99
Mohan Marsh	66	66	0	0	0	0	0	0
Manuel Martinez	66	99	99	99	99	99	99	99
Trevor Maxwell	66	99	99	0	0	0	0	0
Rawle Mayers	66	99	99	99	99	99	99	99
Edward Mcalmont	66	99	99	99	99	99	33	99
Carlton McPherson	66	99	99	99	66	99	99	99
Brandon McPhie	0	0	0	0	99	99	33	99
Jermain McPherson	0	99	99	99	99	66	99	99
Robert McRea	0	0	66	66	99	66	33	99
Brandon Mealing	0	0	0	0	99	99	33	99

Sachem Medard	66	99	99	99	66	99	66	99
Jeremy Mercurius	66	66	0	0	0	0	0	0
Chanford Mesidor	66	99	99	99	99	99	66	99
Nathaniel Miles	66	99	0	0	0	0	0	0
Evan Mingo	66	99	66	66	99	99	66	99
Orin Moore	66	99	99	99	66	99	99	99
Allie Mohamed	0	33	0	0	0	0	0	0
Christopher Naraine	66	99	99	99	99	99	0	0
Harry Naraine	66	66	99	99	99	33	66	99
Wylette Nelson	66	99	99	99	99	66	33	99
Jean Juino Nelzy	0	99	0	0	0	0	0	0
Lisa Ann Nesbitt	66	99	99	99	99	99	99	99
Daisil Obermuller [13]	33	99	99	99	99	99	99	66
Horiiho Paul	66	99	99	99	99	66	99	66
Anthony Peart	35	59	57	44	49	63	66	99
Shelton Percival [14]	66	99	99	33	0	0	0	0
Christopher Perkins	0	0	66	66	0	0	0	66
Oshane Phang	66	33	0	0	0	0	0	0
Dandi Pettway	0	33	0	0	0	0	0	0
Marvin Phoenix	66	66	0	0	0	0	0	0
Luis Pineda	0	99	33	0	0	0	0	0
Jude Pierre Louis	0	99	66	99	99	99	99	99
Leonard Prince	0	99	99	99	99	99	99	99
Rupert Prince	66	99	99	99	99	99	99	99
Doran Provost	66	99	99	33	0	0	0	0

[13] There is a person named Clive Obermuller who signed a membership card for Local 660. I am going to assume that these are different people.
[14] Similarly there is a Local 660 card signed by a person named Royston Percival.

Patrick Provost	66	0	0	0	0	0	0	0
Patrick Quinlin	66	99	99	99	99	99	33	0
Lahkram Ramnaraine	66	66	0	0	0	0	0	0
Shamala Ramdeen	0	99	0	0	0	0	0	0
Ajay Ramphall	66	99	99	99	99	99	66	0
Sudya Rasheed	0	0	0	0	0	0	0	66
Randolph Reid	0	99	99	99	99	99	99	99
Lester Renville	66	99	99	99	99	99	99	99
Rolanda Richmond	66	99	99	99	99	99	99	99
Neville Roberts	66	99	99	99	99	99	99	99
Devon Robinson	66	99	99	66	99	99	99	66
Basil Rodney	66	99	66	0	0	0	0	0
Kelly Ruffin	66	99	99	99	99	99	99	99
Hatem Salameh	66	99	0	0	0	0	0	0
Usuf Safi	0	66	66	99	99	99	99	99
Leslyn Sears	66	99	99	99	99	99	99	99
Patrick Sears	66	99	99	99	99	66	99	99
Zaakirm Sharak	66	99	99	33	99	99	99	99
Dhanpattie Sherr	66	99	66	99	99	99	99	99
Oswald Shurland	66	99	99	99	99	66	99	99
Gordon Schmidt	0	0	0	0	0	0	0	99
Arnold Simon	66	99	99	99	99	99	99	66
Randy Sinclair	66	99	99	99	99	66	99	99
Dwayne Smith	0	0	0	0	0	0	0	99
Mustaak Soharab	0	0	0	0	0	66	99	99
Ramnarine Somdat	66	99	99	99	99	99	99	99

Basil Softleigh	0	99	99	99	99	99	99	99
Beejaipersaud Sookhoo	66	99	99	99	99	99	99	99
Terry Sorzano	0	0	0	0	0	0	0	33
Samuel Sowell	66	99	99	99	99	99	99	99
Odane Steer	0	0	0	66	99	99	33	99
Arthur Stewart	0	0	0	0	0	0	0	33
Junior C Stewart	66	99	99	99	66	99	99	66
Charles Stephaney	0	66	33	0	0	0	0	0
Paul Sutton	66	99	99	99	99	99	99	99
Kenroy Sutton	66	99	99	99	99	99	99	99
Shawn Tasher	66	99	99	99	99	99	99	66
Winston Thomas	66	33	0	0	0	0	0	0
Mary Thompson	66	99	99	91	66	66	99	99
Mark Thompson	0	99	99	99	99	99	99	99
Christine Thompson	0	66	0	0	0	0	0	0
Lloyd Tyson	0	99	99	99	99	99	99	99
Ebon Vanbuckley [15]	66	99	66	99	99	99	99	66
Rony Vibert	66	99	99	99	99	99	99	66
Imbert Virgin	66	99	99	99	99	99	99	99
Adrian Wade	33	33	0	0	0	0	0	0
Eon Waldron	0	0	0	0	0	0	0	99
Avalon Watson	0	0	0	0	0	0	33	99
Carla Welch	0	99	99	66	33	0	0	0
Earl West	66	99	99	99	66	99	99	99

[15] A person named Elisha Vanbuckley signed a Local 660 card.

Johnny White	0	99	99	99	0	0	0	0
Patrick Whyte	66	33	0	0	0	0	0	0
Kenneth Williams	66	99	66	99	99	99	99	99
Allan Wills	66	99	99	0	0	0	0	0
Akeem Wills	0	0	66	0	0	0	0	0
Floyd Wilson	0	99	99	33	0	0	0	0
Marvin Wilson	0	99	99	33	0	0	0	0
Fioz Wilson	66	99	66	0	0	0	0	0
Seymour Woodroffe	66	99	99	99	99	66	99	99
Jeffrey Young	66	99	99	99	66	66	99	99